

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603

San Francisco CA 94142-0603



## SCOPE OF WORK PROVISIONS

FOR

**ASBESTOS REMOVAL WORKER (LABORER)**

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,  
CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN,  
HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN,  
MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,  
NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO,  
SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA,  
SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,  
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE,  
YOLO AND YUBA COUNTIES

## LABORERS' ASBESTOS AND LEAD REMOVAL AGREEMENT

THIS AGREEMENT, entered into this 1<sup>st</sup> Day of December, 2005, by and between The Association of Environmental Contractors and its respective members, hereinafter referred to as "Employer" and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS (affiliated with the Laborers' International Union of North America) and its affiliated LOCAL UNION NO. 67, hereinafter referred to as the "Union."

### ARTICLE I Recognition

1. The Employer and each employer recognizes the Union as the duly authorized, sole and exclusive collective bargaining representative of all employees of the employer over whom the Unions have jurisdiction in the area of the work covered by this Agreement.

### ARTICLE II Coverage

2. **Geographical Coverage.** This Agreement shall apply to Northern California, which term means that portion of the State of California above the Northerly boundary of Kern County, the Northerly boundary of San Luis Obispo County, and the Westerly boundaries of Inyo and Mono Counties, which includes the following counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.
- 2.1 **Work Coverage.** The work covered by this Agreement is site mobilization, initial site cleanup, site preparation, shrink wrap, and work or removal of materials that have a potential to create hazardous exposure, as determined by job specification and/or state, federal or safety regulations. The work covered by this agreement includes asbestos; lead containing materials; mold; associated work; work requiring personal protection equipment ("PPE") and engineering controls; and any other tasks which the employer may direct in connection with this work. This work may be performed by hand, equipment or machinery and includes the erection of scaffolding, the fabrication of temporary wooden barriers and the assembly of decontamination stations. Any subcontracting of covered work will provide that the subcontractor becomes signatory to this Agreement.
- 2.2 **Employee Coverage.** All asbestos and lead removal workers of the employer within the geographical area of this Agreement.

4780 Chabot Drive, Suite 200, Pleasanton, CA 94588  
925.469.6800 • 925.469.6900 fax

**NORTHERN CALIFORNIA  
DISTRICT COUNCIL  
OF LABORERS**

# Fax

To: Alicia/DIR Prevailing Wage Department From: Cedric Porter

Fax: 415-703-4771 Pages: 1

Re: Laborers' Scope of Work for Lead Removal Date: January 26, 2006

cc:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ As Requested ☐ As Discussed

**Comments:** The scope of work "Lead Removal" as described in the Laborers' Asbestos and Lead Agreement is completely different from the Painters lead description.

The Laborers' "Lead Removal" scope of work covers: "the **removal and abatement** of any construction materials which contain lead **as prescribed in state regulations,**" prior to demolition or reconstruction. Removal and abatement are not an incidental function for the Painter.

The Painter's limitation on lead contaminated surfaces is work described as the sealing and preparation of surfaces for painting.

If you have any further questions about the Laborers' scope of work, please do not hesitate to call.

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Department of Industrial Relations

JAN 26 2006

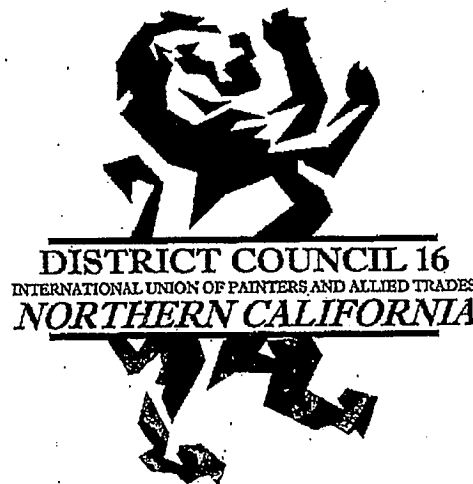
Div. of Labor Statistics & Research  
Chief's Office

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**GENE MASSEY  
BUSINESS MANAGER/SECRETARY-  
TREASURER**

2705 Constitution Drive, Livermore CA 94551  
Phone (925) 245-1080 FAX (925) 245-1084



# Fax

To:	Alicia Petalver	From:	Doug Christopher
Fax:	415-703-4771	Pages:	(INC. COVER) 2
Phone:		Date:	2/8/06
Re:	Laborers' Scope of Work Agreement	CC:	

**RECEIVED**  
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Chief's Office

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Per your fax request dated Jan. 27, 2006...

The content of the Worker Lead Abatement curriculum approved by the Department of Health Services of the State of California is deliberately one dimensional across the Trades. It addresses the Policies, Guidelines and Procedures for the safe removal and handling of Lead-based paint and the surfaces it occupies.

Individual Trades then take those Policies, Guidelines and Procedures and employ them within the context of the work that specific trade performs.

The Painter is a Finish Artisan not a Demolitionist.

To compare the functional work description of a Laborer and a Journey Level Painter is disingenuous.

The Laborer performs tasks, as described in their own Lead Removal description as: "Removal and Abatement of construction materials" as in demolition and clean up; not remodeling or rehabilitation of existing surfaces which remain in place.

February 8, 2006

A Painter's task is not to "abate" demolished cabinets, doors, windows and walls by putting them into the appropriate plastic bag; any more than it is the job of a Laborer to remove lead-based paint from any surface. "Paint" is the venue of the Painter; and "Labor" is the venue of the Laborer.

The Painter prepares those same surfaces, preserving them in place, to receive new Color and Materials having mechanically or chemically removed the offending Lead-based paint, replacing it with compliant materials.

It is correct to say that removal and abatement, within the context of demolition as performed by a Laborer, are not an incidental function of the Painter.

To be precise, the removal of lead-based paint, preserving the surface material, and applying a new coat of environmentally compliant material without destroying that surface is an elementary function of the painter.

102-67-1

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# Northern California District Council of Laborers

*Affiliated with the Laborers' International Union of North America, American Federation of Labor-CIO, and Building & Metal Trade Departments*  
220 CAMPUS LANE, SUITE 250, SUISUN, CALIFORNIA 94585-1498 • Phone (707) 863-9700 • Fax (707) 863-0800

April 25, 2002

HAND DELIVERED  
BY CHUCK CAKE

Mr. Chuck Cake, Chief Deputy Director  
**Department of Industrial Relations**  
770 "L" Street, Suite 1160  
Sacramento, CA 95814

RECEIVED  
Department of Industrial Relations

OCT 02 2002 GPC

**RE: ASBESTOS REMOVAL WORKER (LABORER)**

Div. of Labor Statistics & Research  
Chief's Office

Dear Mr. Cake:

Please accept this as an advisory letter to clarify the intent of the Agreement and subsequent wage determination for the Asbestos Removal Worker (Laborer).

As you know, the "Steps" as listed under the Asbestos Removal Worker classification have hourly increments listed in conjunction with the pay scale. We would like to clarify that "hours", otherwise known as experience, is for time worked in the industry, not on a specific project or with a single contractor.

Therefore, workers experienced in the Asbestos Removal Worker classification should be paid based on the total hours worked in the industry on all projects in that classification. We ask that you update the wage determination by adding a footnote speaking to this issue.

Thank you for your assistance. If you should have any questions, please do not hesitate to contact our office.

Sincerely,

Jose A. Moreno  
Business Manager  
N.C.D.C.L.

George Fischer  
Executive Director  
E.M.E.A.

(9)

Memorandum of Understanding  
Between  
The Laborers' International Union of North America  
And  
The United Union of Roofers, Waterproofers and  
Allied Workers

In an effort to eliminate jurisdictional disputes in the Construction Industry, the Laborers' International Union of North America and the United Union of Roofers, Waterproofers and Allied Workers have agreed to the following:

- ♦ All removal of roofing materials on a roof deck where roofing material is to be re-applied is the work of the roofer. This is also to include any small repairs to the decking in preparation of laying the new roof.
- ♦ All removal of roofing materials on a roof deck where no new roofing material is to be applied is the work of Laborers.
- ♦ Demolition of roof decking is the work of Laborers.

It is understood that there shall be no stoppage of work by reason of any dispute concerning the work herein covered. In the event a dispute arises, the matter shall be referred to the offices of the two International Unions for resolution. This agreement shall serve as clarification of the 1993 correspondence.

Terence M. O'Sullivan  
TERENCE M. O'SULLIVAN  
Laborers' International Union of  
North America

09/08/03  
DATE

John C. Martini  
JOHN C. MARTINI  
United Union of Roofers, Waterproofers  
And Allied Workers

09/08/03  
DATE